

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and Hydro, LLC, (hereinafter referred to as “PROVIDER”).

WITNESSETH:

Whereas, at its regular meeting on Tuesday, August 19, 2025, the COUNTY authorized staff to solicit a Request for Qualifications (RFQ) for Engineering/Environmental Services for the Dauphin Island Sea Lab / Mobile Bay National Estuary Program’s Baldwin County Monitoring Task - Automated GSSHA Watershed Analysis (AGWA) System Modeling and Hydrologic Monitoring Enhancement Subaward ; and

Whereas, the PROVIDER presented the best qualifications for Engineering and Environmental services and was chosen by the COUNTY to provide needed services in accordance with the Request for Qualifications (RFQ) and Response.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Hydro, LLC

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Hydro, LLC
2124 Moores Mill Road
Suite 120
Auburn, AL 36830
ATTN: John E. Curry

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified engineer. The general scope of work for the services shall include all the terms and Conditions of **“Request for Qualifications”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in the Request for Qualifications for Engineering/Environmental Services for Dauphin Island Sea Lab / Mobile Bay National Estuary Program’s Baldwin County Monitoring Task - Automated GSSHA Watershed Analysis (AGWA) System Modeling and Hydrologic Monitoring Enhancement Subaward for the Baldwin County Commission”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

D. PROVIDER shall use MicroStation and Inroads software for project design unless otherwise specified in the scope of work agreement.

XVII. Attachments: The exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

A. Attachment A – RFQ Advertisement

B. Attachment B – RFQ Award

C. Attachment C – Proposal Including Scope of Work and Fee Schedule

D. Attachment D – Certificate of Insurance

E. Attachment E – Terms and Conditions of Data Use

F. Attachment F – MBNEP Subrecipient Agreement

COUNTY and PROVIDER, if necessary, shall jointly cause such items as

listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVIII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.
- C. The COUNTY shall provide any necessary notices to commence, Discontinue, or terminate the services herein described.

XIX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving the (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. All additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY unless the additional costs are approved by the COUNTY in the form of a written Change Order. Compensation to PROVIDER for work shall be paid in accordance with the Scope of Work. Said compensation shall be all inclusive, including without limitations, reimbursement of all cost, incidents and operating expenses associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and same shall terminate upon either the expiration of twelve (12) months or upon a written

notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVII: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVIII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold

Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as *Attachment D* as if fully set forth.

XXIX: Funding Source: The funds to be disbursed by MBNEP to the Subrecipient under this Agreement (the “Funds”) are awarded under the Infrastructure Investment and Jobs Act (IIJA) of 2021 (P.L. 117-58 - Nov 15, 2021).

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
JAMES E. BALL /Date
Chairman

_____/_____
ROGER H. RENDLEMAN /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2025.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Hydro, LLC

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that
_____ as _____ of Hydro, LLC, whose name is signed to the foregoing in
that capacity, and who is known to me, acknowledged before me on this day that, being informed of the
contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an
act of said Hydro, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2025.

Notary Public, _____
My Commission Expires _____

Attachment A

Baldwin County Commission

Request for Qualifications (RFQ) for Engineering/Environmental Services for the Dauphin Island Sea Lab (DISL)/Mobile Bay National Estuary Program's (MBNEP) Baldwin County Monitoring Task - Automated GSSHA Watershed Analysis System (AGWA) Modeling & Hydrologic Monitoring Enhancement Subaward

Overview:

The Baldwin County Commission, acting by and through the Planning & Zoning Department, seeks qualifications from qualified engineering consultant firms for the enhancement of the existing AGWA Modeling & Hydrologic Monitoring Program.

The consultant proposes the enhancement of the County's existing AGWA Modeling & Hydrologic Monitoring Program and support of all activities related to the DISL/MBNEP Project allocations provided to the County.

The consultant chosen will provide AGWA Modeling and Hydrologic monitoring for several watersheds within Baldwin County. The project includes the installation of stream gauges and weather stations within the chosen watersheds and training for staff and local development professionals.

Requirements:

The successful firm chosen will have experience including ten (10) years in hydrologic modeling using Gridded Surface Subsurface Hydrologic Analysis (GSSHA) along with experience with the Automated GSSHA Watershed Analysis System (AGWA). The chosen firm must have Professional Engineer (P.E.) licensure, and proper business licensure, both in the State of Alabama, at the time of submittal. Firms responding to this RFQ should provide Dun and Bradstreet number and be registered with the GSA database at www.sam.gov to confirm debarment/suspension status.

Scope of Services:

The scope of services to be performed by the consultant firm shall include but not be limited to the following:

- Perform all work under the direction of the Baldwin County Planning & Zoning Department.
- Project Objectives:
 1. Bring 100-YR Magnolia River Watershed model up to date with current land use conditions.
 2. Develop 2-YR and 25-YR models for Magnolia River.
 3. Expand real-time monitoring coverage in two priority watersheds.
 4. Add capacity for determining storm and flood recurrence intervals in the County.
- Tasks & Deliverables:
 1. Equipment Procurement & Installation
 - Styx River Watershed
 - 3 weather stations with telemetry
 - 3 stream gauges with telemetry
 - Magnolia River Watershed
 - 1 weather station with telemetry
 - 1 stream gauge with telemetry
 2. Model Update & Subscription

3. Update Magnolia River 100-YR and develop 2-YR and 25-YR models with current land use.
 - Upload updated Magnolia River Watershed models into AGWA
 - Coordinate with Aquaveo to activate a 12-month AGWA software subscription, including technical support
 - Upload stream gauges and weather stations into AGWA
 4. County Staff Training-Two half-day workshops covering:
 - AGWA model setup, calibration, and scenario analysis
 - Interpretation of live weather station and stream gauge data
- Attend any necessary meetings and make presentations at the request of the County.
 - Provide detailed and timely schedules throughout the approved contract time-period.
 - Provide any additional information the County may need in relation to the project.
 - Provide one contact person to coordinate project information.

Period of Performance:

The firm selected shall be able to complete the following services outlined below within the time periods shown:

1. AGWA Modeling & Hydrologic Monitoring Enhancement & Training (+/- 12 months after notice to proceed)

Submittal of Qualifications:

Qualifications submitted in response to this RFQ must provide detailed information to show evidence of qualifications, experience, and expertise. Seven (7) hard copies of the RFQ are required. No emailed or faxed materials will be accepted. Please limit proposals to ten (10) pages, not including (1) a two-page maximum Letter of Transmittal, (2) Table of Contents and (3) up to fifteen (15) pages for Appendices. Cover page should include Dun and Bradstreet (DUNS) number and company point of contact information. The cover pages and RFQ Response Form do not count towards the page numbers.

Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at wgautney@baldwincountyal.gov Questions must be received no later than **September 19, 2025, at 2:00 pm CDT.**

Qualifications should be sent to the address below on or before 2:00 pm CDT October 1, 2025.

Baldwin County Purchasing Department
Mrs. Wanda Gautney
Purchasing Director

Mailing Address:

312 Courthouse Square,
Suite 15
Bay Minette, AL. 36507

Physical Address:

257 Hand Avenue
Bay Minette, AL 36507

Project Funding

The funds to be disbursed by MBNEP to the **Subrecipient** under this Agreement (the “Funds”) are awarded under the Infrastructure Investment and Jobs Act (IIJA) of 2021 (P.L. 117-58 - Nov 15, 2021). All recipient's agreements awarded under U.S. EPA IIJA are required to comply with EPA's National Estuary Program Infrastructure Investment and Jobs Act Funding Implementation Memo for Fiscal Years 2022-2026 signed by Radhika Fox, EPA Assistant Administrator, on July 26, 2022.

Any contract made as a part of this grant shall be subject to the applicable sections of 2 CFR Part 200, uniform administrative requirements, cost principles, and audit requirements, as adopted pursuant to 2 CFR § 5900.101.

RFQ packages can be obtained from the website www.baldwincountyal.gov or by contacting Wanda Gautney at (251) 580-2520 phone or (251) 580-2536 fax, or Jeanette Brown (251) 580-2567, 257 Hand Avenue, Annex III Building, Bay Minette, AL 36507.

ATTACHMENT B



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

October 21, 2025

Hydro, LLC
2124 Moores Mill Road, Suite 120
Auburn, AL 36830
ATTN: John E. Curry

REFERENCE: Request for Qualifications (RFQ) for Engineering / Environmental Services for Dauphin Island Sea Lab / Mobile Bay National Estuary Program's Baldwin County Monitoring Task - Automated GSSHA Watershed Analysis (AGWA) System Modeling and Hydrologic Monitoring Enhancement Subaward

Dear Mr. Curry:

The Baldwin County Commission during their regularly held meeting on October 21, 2025, **selected** your firm for the Engineering / Environmental Services for Dauphin Island Sea Lab / Mobile Bay National Estuary Program's Baldwin County Monitoring Task - Automated GSSHA Watershed Analysis (AGWA) System Modeling and Hydrologic Monitoring Enhancement Subaward and authorized staff to enter negotiations with your firm.

Please contact Ashley Campbell, Natural Resource Planner, at (251) 580-1655 Ext. 7260 to set up a meeting regarding this matter.

Sincerely,

MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

MPM:wg Item CE6

cc: Wanda Gautney, Purchasing Director
Ashley Campbell, Natural Resource Planner



October 22, 2025

Ashley Campbell
Baldwin County Planning & Zoning Department
Natural Resource Planner
201 East Section Ave
Foley, AL 36535

RE: AGWA Modeling & Hydrologic Monitoring Enhancement
Magnolia River and Styx River Watersheds

Dear Ashley,

We are pleased to provide this proposal to assist Baldwin County in the above mentioned project.

SCOPE OF SERVICES

The existing Baldwin County's Magnolia River model will be updated for the 2, 25, and 100-year storm events with current land use and the latest topographic data. A stream gauge and a weather station will be installed for the Magnolia River model to improve calibration and for providing ongoing recurrence interval monitoring adding to the existing stream gauges network across the county. The model will be loaded into Aquaveo's Automated GSSHA Watershed Analysis (AGWA) system to be used by the County for stormwater management.

Three stream gauges and three weather stations will be installed for collecting data to be used for the calibration of the planned Styx River model to be developed in 2026. The stream gauges and weather stations will be loaded into AGWA for providing ongoing recurrence interval monitoring. The stream gauges collect water surface elevations that are converted to hydrographs using a stage-storage curve developed from hydraulic models developed at the site using the Hydrologic Engineering Centers River Analysis System (HEC-RAS). The weather stations collect the rainfall distributions that will be used for determining recurrence intervals and for use as input in the hydrologic model when calibrating the model. These tools will be used in the updating and development of the two mentioned watershed models.

Tasks and Deliverables:

1. Equipment Procurement and Installation
 - a. Styx River Watershed
 - i. 3 weather stations with telemetry
 - ii. 3 stream gauges with telemetry
 - b. Magnolia River Watershed
 - i. 1 weather station with telemetry
 - ii. 1 stream gauge with telemetry
2. Model Update & Subscriptions
 - a. Update Magnolia river 100-YR and develop 2-YR and 25-YR models with current land use
 - b. Upload updated Magnolia River Watershed models into AGWA
 - c. Coordinate with Aquaveo to activate 12-month AGWA software subscription including technical support.
 - d. Upload stream gauges and weather stations into AGWA.
3. County Staff Training
 - a. Two half-day workshops covering
 - i. AGWA model setup, calibration, and scenario analysis
 - ii. Interpretation of live weather station and stream gauge data

Proposed Stream and Weather Station Locations:

Styx River Stream Gauge Locations

1. 30.867711°, -87.717046°
2. 30.814953°, -87.760913°
3. 30.748444°, -87.640709°

Styx Proposed Weather Station Locations

- | | |
|----------------------------|--------------------------------------|
| 1. 30.840625°, -87.751355° | Pine Grove Volunteer Fire Department |
| 2. 30.753989°, -87.791001° | Stapleton Volunteer Fire Department |
| 3. 30.658345°, -87.640000° | Styx River Volunteer Fire Dept |

Magnolia River Gauge Location

1. 30.424906°, -87.717187°

Magnolia River Weather Station Location

- | | |
|----------------------------|----------------------------|
| 1. 30.472709°, -87.678873° | Summerdale Fire Department |
|----------------------------|----------------------------|

Assumptions:

1. The location of the weather stations may change depending on internet availability and permissions from the Fire Department.
2. County will assist with access

Fee:

The fee for this scope is \$67,000.

If you should have any questions or need additional information, please do not hesitate to contact me.

Sincerely

A handwritten signature in blue ink, appearing to read "John E. Curry", with a stylized flourish at the end.

John E Curry, PE
President

Attachment “E”

Terms and Conditions of Data Use

1. Subject to any applicable license agreements, the COUNTY agrees to provide PROVIDER its digital GIS files of Baldwin County to include color orthophotography, 1-foot contours, parcel data with ownership information, and other data as needed for portions of Locators required on a project by project basis. The use of the data will be provided at no charge, but other charges may apply as the situation warrants for support, programming, etc.
2. The parties acknowledge and agree that the COUNTY has a proprietary interest in the digital data provided to PROVIDER under this agreement. Consequently, it is agreed by and between the parties that PROVIDER and any of its contractors and subcontractors shall not sell, distribute, reveal or communicate in any fashion to third parties any information coming to it as a result of this agreement without the express written consent of the COUNTY. This clause shall not be construed to prevent PROVIDER from making and distributing maps, brochures etc., which are derived from data from COUNTY pursuant to this agreement.
3. Any information or content contained either within COUNTY’s internet mapping viewer or within this digital data distributed by the COUNTY is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness and currency thereof is not guaranteed. The COUNTY makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of such information or data contained in or generated from the COUNTY Geographic Database or otherwise. Additionally, the COUNTY or any agent, servant or employee thereof assumes no liability associated with the use of this data, and assumes no responsibility to maintain it in any manner or form.
4. PROVIDER agrees that all materials publicizing or resulting from GIS Data provided for by the Agreement shall contain an acknowledgement of the COUNTY’s assistance with said acknowledgement of support made through the use of the following or comparable footnote: “This activity was supported by the Baldwin County Commission.”
5. Digital data will be provided in ArcView shape files and *.tif and *.jpg image formats.
6. GIS data provided to PROVIDER are in Alabama State Plane West, NAD83, FIPZONE 0102. Vertical datasets are in the NAVD88 datum. Units are US Survey Feet.
7. PROVIDER agrees that if the project is terminated, then the “master” GIS dataset will be removed and destroyed. PROVIDER may continue to use any value added data that resides on its network that has been incorporated into their business applications after the termination of the agreement.
8. It is understood and agreed by the parties that all proprietary restrictions pertaining to the Digital GIS Data contained herein shall survive the termination of the Contract.

ATTACHMENT F



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBER'S
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

July 16, 2025

Mobile Bay National Estuary Program
ATTN: Bethany Hudson, Business and Grants Manager
118 North Royal Street, Suite 601
Mobile, Alabama 36602

**RE: Amended Subrecipient Agreement with Dauphin Island Sea Lab/Mobile Bay
National Estuary Program for Baldwin County Stream Gauge Monitoring**

Dear Ms. Hudson:

The Baldwin County Commission, during its regularly scheduled meeting held on July 16, 2025, approved and authorized me, as Chairman, to sign the *Amended Subrecipient Agreement* by and between the Dauphin Island Sea Lab / Mobile Bay National Estuary Program (MBNEP) and the Baldwin County Commission for Baldwin County Stream Gauge Monitoring.

This *Agreement* commenced May 20, 2025, and remains in force to April 30, 2026.

Please execute the enclosed **original** *Agreements* and return one to this office to the attention of Commission Administration staff.

If you have any questions or need further assistance, please do not hesitate to contact me or Jay Dickson, Planning Director, at (251) 937-0264.

Sincerely,


MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

MPM/bga Item CS1

cc: Jay Dickson
Ashley Campbell

ENCLOSURE(S)

**SUBRECIPIENT AGREEMENT
BY AND BETWEEN
THE DAUPHIN ISLAND SEA LAB/MOBILE BAY NATIONAL ESTUARY PROGRAM
AND
BALDWIN COUNTY COMMISSION
FOR
Baldwin County Monitoring**

This agreement is entered into to specify the terms and conditions under which the **Dauphin Island Sea Lab/Mobile Bay National Estuary Program** (MBNEP) and the **Baldwin County Commission** (herein referred to as the “**Subrecipient**”) will cooperate in the performance of the subject project, **Baldwin County Monitoring** in furtherance of the implementation of the Comprehensive Conservation and Management Plan prepared by MBNEP for the U.S. Environmental Protection Agency.

Whereas, the MBNEP’s mission is to implement a Comprehensive Conservation and Management Plan (CCMP) that maintains and promotes the wise stewardship of the water quality and living resources in the Mobile Bay and Delta and;

Whereas, the Marine Environmental Sciences Consortium is the administrative host of MBNEP and received funding from the U.S. Environmental Protection Agency’s Infrastructure Investment and Jobs Act on behalf of MBNEP to implement the objectives set forth in its CCMP and;

Whereas, MBNEP desires to address the Ecosystem Restoration goal of its CCMP as follows: to advance the wise stewardship of water quality and living resources of Alabama’s estuaries and coast to withstand evolving weather trend related impacts; and

Whereas, **Baldwin County Commission** is a duly organized public entity and agrees to undertake said project; Therefore, in consideration of the mutual promises set forth herein, **Baldwin County Commission** and MBNEP hereby agree as follows:

1. Source of Funds

The funds to be disbursed by MBNEP to the **Subrecipient** under this Agreement (the “Funds”) are awarded under the Infrastructure Investment and Jobs Act (IIJA) of 2021 (P.L. 117-58 - Nov 15, 2021). All recipient’s agreements awarded under U.S. EPA IIJA are required to comply with EPA’s National Estuary Program Infrastructure Investment and Jobs Act Funding Implementation Memo for Fiscal Years 2022-2026 signed by Radhika Fox, EPA Assistant Administrator, on July 26, 2022.

2. Purpose of Funds

To support MBNEP’s implementation of the Comprehensive Conservation and Management Plan and Strategic Plan (defined in Executive Order 14008); build the adaptive capacity of ecosystems; leverage additional resources to the extent possible; catalyze actions of estuary stakeholders, build organizational capacity for sound resource management, and leverage commitment and investment to ensure the estuary’s sustainability. The purpose of the five-year IIJA Strategic Plan is to advance the wise stewardship of water quality and living resources of Alabama’s estuaries and coast to withstand evolving weather trend related impacts.

3. Scope of Project

Under this Agreement, MBNEP agrees to disburse Funds to **Subrecipient** in accordance with the terms hereof to pay the costs associated with the implementation of the project referenced as Baldwin County Monitoring (the “Project”). A detailed description of the Project, including but not limited to a Project summary, expected timeline and schedule, purpose, products, outcomes, and deliverables (collectively the “Project Description”), are included as *Attachment A* hereto. The **Subrecipient** hereby agrees to use the Funds

disbursed solely to provide all necessary services, time, materials, equipment, machinery, tools, and other items (collectively the "Work" detailed in *Attachment A*) comprising the Project, all in accordance with the Project Description.

4. Period of Performance

This agreement shall begin on **5/20/2025** and remain in force to **4/30/2026**.

5. Key Personnel

Ashley Campbell is considered to be essential to the work performed hereunder. In the event that Ashley Campbell becomes unable or unwilling to continue the project, the **Subrecipient** shall notify MBNEP in writing to propose an individual to replace such Key Personnel. In the event a mutually acceptable replacement is not available, MBNEP shall have the option to terminate the project.

6. Project Budget

MBNEP agrees to pay **Subrecipient** an amount not to exceed **\$ 87,000 (EIGHTY SEVEN THOUSAND DOLLARS AND NO CENTS)** for the services performed under this Agreement as per the Project Description included as *Attachment A*.

6.1. Invoice Submission

Subrecipient will submit all invoices directly to MBNEP outlining in sufficient detail a description of activities that have taken place. Only actual costs incurred will be paid. All requests for payment shall include the following information:

- a) The total dollar amount of Funds being requested;
- b) An itemization of the Work costs for which the Funds are being requested;
- c) A narrative description of the Work for which the Funds are being requested; and
- d) A certification that:
 - a. The Work for which the Funds are being requested constitutes part of the Project as set forth in the Project Description;
 - b. as of the date of the applicable Reimbursement Request, each Task has been proceeding on or under its corresponding Task Budget, and, to the **Subrecipient's** best knowledge, the **Subrecipient** expects each Task to be fully completed on or under its corresponding Task Budget, and;
 - c. as of the date of the applicable Reimbursement Request, the Project has been proceeding on or under the Total Budget, and, to the **Subrecipient's** best knowledge, the **Subrecipient** expects the Project to be fully completed on or under the Total Budget.

In the event the **Subrecipient** is unable to make a certification as specified above at the time it desires to submit a Reimbursement Request, the **Subrecipient** shall, at such time, submit to MBNEP a written explanation of the basis for the **Subrecipient's** belief that a Task has not been, or will not be, completed within its corresponding Task Budget or that the Project has not been, or will not be, fully completed within the Total Budget. Under such conditions the **Subrecipient** will be asked to submit to MBNEP a request for variance from the Budget.

6.2 Invoice Processing

MBNEP will pay to the **Subrecipient** the amount of Funds properly requested and substantiated in a Reimbursement Request within thirty (30) days of receipt of such Reimbursement Request and all necessary supporting documentation.

6.3 Ongoing Compliance

MBNEP reserves the right to refuse to pay all or any part of the Funds requested in a Reimbursement Request if at the time the request is submitted, the **Subrecipient** has failed to comply with any term or condition of this Agreement or has otherwise failed to perform the Work to date in accordance with the Project Description and Task Budget.

6.4 Final Disbursement after Completion of all Work

Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request, MBNEP shall withhold an amount equal to ten percent (10%) of the total contract amount until such time as **Subrecipient** has completed the Work, submitted all Final Reports required pursuant to Section 8 below, and received MBNEP's written approval of such Final Reports based on U.S. EPA IJA's written approval of such Final Reports. MBNEP shall disburse to the **Subrecipient** all or such portion of the ten percent (10%) holdback as is properly payable to the **Subrecipient** for Work performed under this Agreement.

6.5 Procurement

The **Subrecipient** shall abide by procurement terms in this section. **Subrecipient** shall document efforts to ensure open competition for services required to undertake the activities outlined in this agreement.

6.5.1 Methods of Procurement to be followed

The procurement of all labor, services, or work and the purchase or lease of goods (materials, equipment, supplies, or other personal property) must conform to one of the following methods:

- a) **Procurement by micro-purchases:** Procurement where the aggregate dollar amount for a *single* transaction for services and supplies does not exceed the following amount:
A total of \$10,000 (or the amount set in *48 CFR Subpart 2.1*), which may be awarded without soliciting competitive quotes if the price is deemed reasonable. Such awards must be distributed equitably among qualified suppliers to the extent practicable.
- b) **Procurement by small purchase procedures:** Where the procurement aggregate cost is between \$5,000 but less than \$25,000, price or rate quotations will be obtained, whenever possible from three (3) vendors (and never fewer than two vendors). Quotations may be secured via fax, email, telephone, or otherwise. All solicitation efforts and quotations must be documented in writing for the file so that information regarding the vendor, date, and amount of quote can be readily determined. The procurement by small purchase procedures is in accordance with *Ala. Code § 41-4-134, Ala. Admin. Code R 355-4-3-.04*.
- c) **Procurement by sealed bids (formal advertising):** Procurement where the aggregate cost is \$30,000 or more will follow *Ala. Code § 41-4-132, Ala. Admin Code R 355-4-3-.02*. Bids are publicly solicited. A firm fixed price contract (lump sum or unit price) is awarded to the *responsible* and *responsive* bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price (including unit price contracts which are based on estimated quantities).
- d) **Procurement by competitive proposals (Request for Proposals - RFP):** The technique of competitive proposals is normally used when conditions are not appropriate for the use of sealed bids, with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. Procurement where the aggregate cost is \$30,000 or more will follow *Ala. Code § 41-4-133, Ala. Admin. Code R 355-4-3-.03*.

7. Reporting Requirements

The **Subrecipient** shall render to MBNEP progress reports on work performed under this Agreement.

7.1 Quarterly Reports

A progress report is required by the fifteenth (15) day of April, July, October, and January throughout the term of this agreement for the preceding three months and will contain, at a minimum:

- a) An update on the status of the Project's implementation and Work performed during the applicable reporting period, including a general description of implementation progress to date and a statement as to whether the Project is proceeding in accordance with the Project Description (including whether the Project is on-Budget and on-schedule);
- b) An update on the individual Tasks comprising the Project, including for each Task a summary of (A) the Work performed on such Task during the reporting period; (B) progress made toward

Task milestone(s) and/or deliverable(s) as measured against the Task schedule; (C) performance of the Task as against the applicable Task Budget; (D) any existing or anticipated problems with implementation of the Task; any defects, deficiencies, or delays in the Task Work (including but not limited to the disclosure of any factors that are likely to impact the Project schedule or any Task schedule); and any remedial action(s) planned or already taken with respect to any defects, deficiencies, or delays affecting the Task;

- c) Copies of all Project products and deliverables produced during the applicable reporting period, including but not limited to any reports, publications, maps, brochures, photos, videos, outreach tools, or press releases; and
- d) Any other information useful for MBNEP's evaluation of the Project's progress as measured against the Project Description, Budget, and Project schedule.

7.2 Final Report

When the **Subrecipient** has fully and completely performed all the Work, the **Subrecipient** shall prepare a comprehensive report on the Work and the corresponding results (the "Final Programmatic Report") and a full accounting of the funds disbursed to it hereunder as compared against the Total Budget (the "Final Financial Report") (The Final Programmatic Report and Final Financial Report are hereinafter referred to collectively as the "Final Reports."). As appropriate, the Final Programmatic Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including without limitation photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by the **Subrecipient** to MBNEP as soon as practicable after the **Subrecipient** reaches a determination that it has fully and completely performed all the Work, and in any event no later than thirty (30) days prior to the end of the Term of this Agreement as set forth in Section 4.

8. Independent Contractor; Sub award of Funds

The **Subrecipient** shall be an independent contractor with respect to the Project, each part thereof, and the Work. No contractor, subcontractor, or other subrecipient of Funds from the **Subrecipient** nor any employee of the **Subrecipient**, shall be deemed to be an agent, representative, employee, or servant of MBNEP or U.S. EPA IJA in connection with this Agreement. MBNEP shall not have the right to control, nor any actual, potential or other control over, the methods and means by which the **Subrecipient** or any of its agents, representatives, employees, or contractors conducts its business operations. The **Subrecipient** shall not, in the performance of the Work, perform any act or make any representation to any person to the effect that the **Subrecipient** or any of its agents, representatives, or employees, is the agent, representative, employee, or servant of MBNEP or U.S. EPA IJA.

If the **Subrecipient** makes or issues any contracts or sub-contracts for the purposes of performing the Work, then the **Subrecipient** will be deemed to have represented and warranted to MBNEP at each such time, in connection with each such award or sub-award, as follows:

- a) in making such award or sub-award of Funds, the **Subrecipient** has complied with all applicable laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by the **Subrecipient**;
- b) in making such award or sub-award of Funds, the **Subrecipient** has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- c) each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Alabama;
- d) each contractor is required under its agreement with the **Subrecipient** to perform the applicable Work within budgeted costs identified for such Work as provided in the Project Budget;
- e) each contractor has agreed to conduct its activities related to the Work in compliance with all applicable laws, regulations, rules, orders, and other governmental mandates;
- f) each contractor has agreed to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by such the **Subrecipient** related to the Work; and

- g) no contractor has any conflict of interest with respect to MBNEP, U.S. EPA IJA, the **Subrecipient**, or the Project.

The **Subrecipient** shall be responsible for supervising and directing the Work performed by all contractors and shall be responsible for all contractor engineering, procurement, construction means, methods, techniques, sequences and procedures, as well as for coordinating all contractor Work. As between the **Subrecipient** and MBNEP, the **Subrecipient** shall bear sole responsibility for any and all liability caused or incurred by any contractor in performing Work. MBNEP shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any contractor, and the Parties agree and acknowledge that as between MBNEP and the **Subrecipient** all Work shall be deemed to be the responsibility of, and performed by, the **Subrecipient**.

9. MBNEP Right to Inspect Work; Access

Representatives of MBNEP (including consultants associated therewith) shall, upon reasonable prior notice to the **Subrecipient**, have access to inspect all Work hereunder; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or disrupt the Work. Notwithstanding any review or inspection by MBNEP, the **Subrecipient** shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of either entity's inspection or review of the Work. The **Subrecipient** shall provide MBNEP and its representatives and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the **Subrecipient's** performance of the Work and completion of the Project.

10. Conflict of Interest

During the term of this Agreement, the **Subrecipient** will maintain policies governing conflicts of interest and, with respect to its performance of the Work and Project, will adhere to such policies. In addition, the **Subrecipient** will ensure compliance with the EPA's Conflict of Interest provision the General Terms Agreement to uphold Sections 5.0(d) and 7.0(c) of EPA's COI Policy.

11. Amendments

Any amendment to this Agreement must be in writing and must be agreed to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Section 8 hereof such that the dates are commensurate with the extended term of this Agreement. Neither the Project Description, nor the Task Budget may be amended without the prior written consent of MBNEP.

12. Default and Termination

Failure by the **Subrecipient** to comply (as determined by MBNEP in its reasonable discretion) with any material term of this Agreement, including but not limited to any failure by the **Subrecipient** to perform the Work in accordance with the Task Budget, and schedule set forth in the Project Description, shall be deemed to be a default of this Agreement and shall constitute cause for MBNEP to issue a written "Notice of Default" to the **Subrecipient**. Any such Notice of Default shall describe in reasonable detail the basis for MBNEP's determination of default and shall provide the **Subrecipient** with a period of no less than ninety (90) days in which to cure such default (or, if such default is incapable of being cured within ninety (90) days, to commence a cure of such default). If the **Subrecipient** has not cured or commenced a cure of, any default within ninety (90) days of its receipt of a Notice of Default, MBNEP may thereafter terminate this Agreement by a further written notice delivered to the **Subrecipient**.

In the event of termination of this Agreement prior to the **Subrecipient's** expenditure or obligation of the maximum amount of Funds available hereunder, the **Subrecipient** shall immediately (unless otherwise directed by MBNEP in its notice if MBNEP initiated the termination) undertake all reasonable steps to terminate any further expenditure or obligation of Funds, including but not limited to the following:

- a) Stop work on any portion of the Work that is incomplete, and refrain from undertaking any further Work on the Project.
- b) Place no further Work orders or enter into any further contracts or subcontracts for materials, work, facilities, or other aspects of the Work.
- c) Terminate all pending Work orders, contracts, and subcontracts for Work that have not yet commenced.
- d) Promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Work, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Work orders, contracts, and subcontracts related to the Work.
- e) Deliver or make available to MBNEP all data, drawings, specifications, reports, estimates, summaries, deliverables, and such other information and material as may have been accumulated by the **Subrecipient** with respect to the Work, whether completed or in progress.

The **Subrecipient** may terminate this Agreement by providing no less than thirty (30) days prior written notice to MBNEP.

13. Additional Support

By entering into this Agreement, MBNEP assumes no obligation to provide further funding or financial support to the **Subrecipient** beyond the terms stated in this Agreement.

14. Arbitration and Choice of Law

- A. All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach shall be decided through arbitration by a person or persons mutually acceptable to both MBNEP and the Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final.
- B. This Agreement shall be subject to and interpreted by the laws of the State of Alabama, without regard to the Choice of Law principles. By entering into this Agreement, the Subrecipient agrees to submit to the jurisdiction of the courts of the State of Alabama.
- C. The terms of this Section will survive termination of this Agreement.

15. Compliance with Laws, Insurance, Indemnification

- A. In conducting its activities relating to the Work and performing its obligations under this Agreement, the Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and to secure all appropriate and necessary public or private permits and consents.
- B. The Subrecipient agrees to have its subcontractors obtain and maintain all appropriate insurance against liability for injury to person or property from any and all activities undertaken by the subcontractor and associated with this agreement in any way; will have the Subrecipient and MBNEP named as additional insured on such policies and will provide MBNEP with appropriate Certificate of Insurance reflecting such additions after the subcontractor's executed contract.
- C. The terms of this Section will survive termination of this Agreement.

16. Publicity

The **Subrecipient** agrees to give appropriate credit to the U.S. Environmental Protection Agency's Infrastructure Investment and Jobs Act and the Mobile Bay National Estuary Program for its financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this Agreement or any of the deliverables associated with the Project, the Work, and/or this Agreement that includes the following text: *"This project has been funded, in whole or in part, by the U.S. Environmental Protection Agency's National Estuary Program."* The **Subrecipient** hereby grants MBNEP and the U.S. Environmental Protection Agency the right and authority to publicize their financial support for the Project and the Work in press releases, publications, and other public

communications.

If the Agreement includes an outreach component the **Subrecipient** agrees to display signage on Project locations with the following guidelines:

- a) **Subrecipient** will provide signage that informs the public that the Project is funded by EPA through its National Estuary Program and includes the following text: *"This Project has been funded, in whole or in part, by the U.S. Environmental Protection Agency's National Estuary Program."*
- b) **Subrecipient** will ensure that a visible Project identification sign is erected as appropriate at each public event or training location. The sign should summarize the purpose of the event and credit EPA and the National Estuary Program for funding. The **Subrecipient** will determine the design, placement, and materials for each sign. The signage will contain logos of the EPA and the MBNEP.
- c) If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the Project. Instead, the EPA logo must be accompanied with, and immediately next to, a statement indicating that the **Subrecipient** received financial assistance from EPA via the MBNEP for the Project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement Projects.
- d) **Subrecipients** are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of Projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

17. Disclaimers

Payments made to the **Subrecipient** under this Agreement do not by direct reference or implication convey MBNEP's endorsement of the Work or any deliverables provided pursuant to the Agreement. All information submitted for publication or other public releases of information regarding this Agreement, the Project, or the Work shall carry the following disclaimer: *"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions, views, or policies of the U.S. Environmental Protection Agency or the Mobile Bay National Estuary Program. Nothing contained herein constitutes an endorsement in any respect by either entity."*

18. Website Links

The **Subrecipient** agrees to permit MBNEP and U.S. EPA to post a link on any or all of MBNEP's or U.S. EPA IJA's websites to descriptions of the Work, the Project, or this Agreement.

19. Access to Records

MBNEP and any of its duly authorized representatives shall have access to any books, documents, papers, and records of the **Subrecipient** that are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts, or transcription during the term of this Agreement and for a period of ten (10) years after the date of delivery of the Final Reports under this Agreement. By executing this Agreement and accepting disbursements of Funds hereunder, the **Subrecipient** agrees, without limiting any other obligation under this Agreement, to produce, maintain, and retain such invoices, purchase orders, bills, time records, evidence of payment, and other documents as are necessary to permit MBNEP to verify the proper use and expenditure of the Funds disbursed to the **Subrecipient** hereunder.

20. Severability

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

21. Quality Assurance Project Plan

Should the **Subrecipient** implement environmental projects that include 1) direct measurement, sampling, or observation activities, 2) environmental modeling, 3) use of existing data, 4) use of survey results, or 5) calculation of environmental outcomes, must prepare and implement a Quality Assurance Project Plan (QAPP). The **Subrecipient** shall submit to the MBNEP, an approvable QAPP prior to any data collection. The MBNEP will submit any QAPP generated to the EPA for approval. If no data is collected/used, activities may occur until the QAPP has been reviewed and approved by EPA R4.

22. Other Conditions

- **Fully enforce civil rights.** EPA's nondiscrimination regulations prohibit recipients of EPA financial assistance from taking actions in their programs or activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex. MBNEP funding under the IJA should ensure compliance with civil rights laws. EPA will provide interested parties with technical assistance and training to support their compliance with Title VI obligations.
- **Compliance with Build America Buy America Act Requirements.** Congress passed the Build America Buy America (BABA) Act in 2021 concurrently with the IJA. Congress established this domestic preference program to create long-term opportunities for domestic manufacturers and manufacturing jobs and to build resilient domestic supply chains for a wide range of products used in construction and infrastructure, including iron and steel products, manufactured products, and construction materials. Additional guidance and information regarding program-wide, project-specific, and product-specific waivers, and the process to apply for them, will be forthcoming. Compliance instructions will also be addressed in the terms and conditions of each award, and these requirements extend to sub-awardees.
- **Compliance with the Federal Flood Risk Management Standard for built infrastructure.** Where appropriate, projects should incorporate the Federal Flood Risk Management Standard (FFRMS) defined in Executive Order 13690 to improve the resilience of communities, ensuring that federal investments located in or near floodplains are designed to be resilient to the impacts of flooding. The FFRMS requires that new construction, or significant improvements, of structural infrastructure funded using federal financial assistance, be elevated to withstand local flood risk conditions. More information can be found at: <https://www.fema.gov/floodplain-management/intergovernmental/federal-flood-risk-management-standard>
- **Support the American Worker and Renew the Conservation and Water Workforce.** The IJA is not only an opportunity to reinvest in America's communities and ecosystems, but also an opportunity to invest in the American workers who support them. IJA investments through MBNEP should contribute to developing a strong restoration and conservation workforce, build capacity to maintain critical gray or green infrastructure and support efforts to open pathways to environmental employment, especially for youth and groups currently under-represented in fields such as construction and trades, environmental restoration, science, and conservation. Note: funds from MBNEP may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

23. Contact Information

MBNEP Primary: Roberta Arena Swann, Director
Mobile Bay National Estuary Program
118 North Royal St., Suite 601
Mobile, AL 36602
Telephone: 251-431-6409
Fax: 251-431-6450
Email: rswann@mobilebaynep.com

MBNEP Alternate: Bethany Hudson, Business and Grants Manager
Mobile Bay National Estuary Program
118 North Royal St., Suite 601
Mobile, AL 36602
Telephone: 251-459-8870
Fax: 251-431-6450
Email: bhudson@mobilebaynep.com

Subrecipient: Matthew McKenzie, Commissioner, District 2
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
Telephone: 251-990-4620 x4620
Email: mmckenzie@baldwincounty.gov

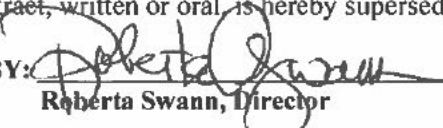
Subrecipient Alternate: Ashley Campbell, Natural Resource Planner
Baldwin County Commission
201 East Section Avenue
Foley, AL 36535
Telephone: 251-580-1655 x7260
Email: ashley.campbell@baldwincountyal.gov

24. Binding Obligation. This Agreement between Baldwin County Commission and DISL/MBNEP, titled **Baldwin County Monitoring** consists of the Articles 1-24, *Attachment A: Project Description*, and *Attachment B: Progress Report* and constitutes the entire Amendment of the parties. Any other contract, written or oral, is hereby superseded.

MOBILE BAY NATIONAL ESTUARY PROGRAM

STATE OF ALABAMA

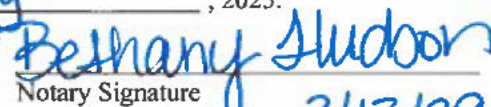
COUNTY: Mobile

BY: 
Roberta Swann, Director

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Roberta Swann whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the same date.

Given under my hand and official notarial seal this 22 day of July, 2025.




Notary Signature
My Commission Expires: 3/13/29

STATE OF Alabama
COUNTY: Baldwin

BY: 
TITLE: Matthew P. McKenzie, Chairman

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Matthew P. McKenzie whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the same date.

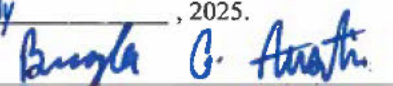
Given under my hand and official notarial seal this 16th day of July, 2025.



DAUPHIN ISLAND SEA LAB

STATE OF ALABAMA

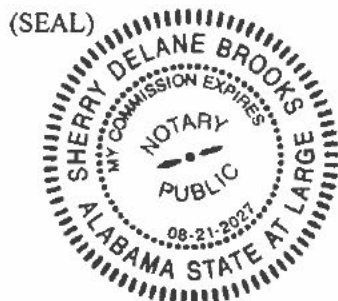
COUNTY: mobile


Notary Signature
My Commission Expires: My Commission Expires: June 6, 2029

BY: 
John Valentine, Director

I, the undersigned, a Notary Public in and for said State and County, hereby certify that John F. Valentine whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the same date.

Given under my hand and official notarial seal this 24 day of July, 2025.




Notary Signature
My Commission Expires: 8/21/27

Attachment A
Project Description

AGWA MODELING & HYDROLOGIC MONITORING ENHANCEMENT

Objectives:

- Bring 100-YR Magnolia River Watershed model up to date with current land use conditions.
- Develop 2-YR and 25-YR models for Magnolia River.
- Expand real-time monitoring coverage in two priority watersheds
- Add capacity for determining storm and flood recurrence intervals in the County.

Tasks & Deliverables:

1. Equipment Procurement & Installation
 - Styx River Watershed
 - 3 weather stations with telemetry
 - 3 stream gauges with telemetry
 - Magnolia River Watershed
 - 1 weather station with telemetry
 - 1 stream gauge with telemetry
2. Model Update & Subscription
 - Update Magnolia River 100-YR and develop 2-YR and 25-YR models with current land use.
 - Upload updated Magnolia River Watershed models into AGWA.
 - Coordinate with Aquaveo to activate a 12-month AGWA software subscription, including technical support.
 - Upload stream gauges and weather stations into AGWA.
3. County Staff Training
 - Two half-day workshops covering:
 - AGWA model setup, calibration, and scenario analysis
 - Interpretation of live weather station and stream gauge data

Styx River Stream Gauge Locations

- 1) 30.867711°, -87.717046°
- 2) 30.814953°, -87.760913°
- 3) 30.748444°, -87.640709°

Styx Proposed Weather Station Locations

- | | |
|----------------------------|--------------------------------------|
| 1) 30.840625°, -87.751355° | Pine Grove Volunteer Fire Department |
| 2) 30.753989°, -87.791001° | Stapleton Volunteer Fire Department |
| 3) 30.658345°, -87.640000° | Styx River Volunteer Fire Dept |

Magnolia River Stream Gauge Location

- 1) 30.424906°, -87.717187°

Magnolia River Proposed Weather Station Location

- | | |
|----------------------------|----------------------------|
| 1) 30.472709°, -87.678873° | Summerdale Fire Department |
|----------------------------|----------------------------|

Assumptions:

- The location of the weather stations may change depending on internet availability and permissions from the Fire Department.
- County to assist with access.

LID BMP LOAD-REDUCTION EXCEL TOOLH

Objectives:

Develop the Baldwin County Low Impact Development (LID) Site Review Tool, which estimates that a proposed development will reduce suspended solids by 80% and reduce nutrient loading by 50% of the proposed site's stormwater runoff during 2025.

Tasks & Deliverables:

1. Tool Development
 - Consultant-designed tool.
2. Hands-On Training
 - (1) training sessions for County staff and local developers, covering:
 - Tool navigation, input assumptions, and result interpretation
 - Incorporation of results into permit applications and subdivision plans

Assumptions:

- Consultant branding will be applied to the tool.
- The tool will undergo beta testing before its full release.
- User documentation or training beyond one session is not required.

BUDGET

Watershed	GSSHA Modeling	AGWA Subscription	Number of Stream Gauges	Stream Gauges Cost	Gauge Telemetry	Number of Weather Stations	Weather Station Cost	Weather Station 5-Min	Gauge Maintenance	Training/Support	Total Amount
Magnolia River	8,000	9,717	1	7,500	300	1	800	50			26,367
Styx River			3	22,500	900	3	2,400	150	8,000	6,683	40,633
Suspended Sediment Tool											20,000
TOTALS	\$8,000	\$9,717		\$30,000	\$1,200		\$3,200	\$200	\$8,000	\$6,683	\$87,000

Attachment B

**PROGRESS REPORT
FOR
MOBILE BAY NATIONAL ESTUARY PROGRAM PROJECTS**

Project: Baldwin County Monitoring
Organization: Baldwin County Commission
Project Manager: Ashley Campbell
Reporting Period: xx/xx/xxxx - xx/xx/xxxx

1. Briefly describe the work accomplished during this reporting period. Include details on the status of Scope of Work components, any progress photos, and a list of any partners engaged.
2. Have there been any changes to the Master Services Agreement, Scope/Task Order, Project Manager, or any other aspects of the project since the last report? If yes, please provide a detailed explanation of the changes (for both this quarter and the overall project timeline) and their implications for the project, as well as an updated project schedule (if applicable).
3. Identify any project challenges or barriers that have impacted achieving the project scope. Describe any actions taken to address these challenges.
4. What expenditures have been made to date? Attach supporting documentation, such as invoices, if available. Given the current financial status, what is the forecasted plan for utilizing the remaining funds? Confirm whether an invoice for reimbursement has been submitted along with this report.
5. Outline the projected work and strategic plans for the upcoming quarter. If the project is not on schedule, please explain why and detail your strategy for getting back on track.